MR. PAUL THALIATH : ധാരാളം ആളുകൾ ഉള്ളപ്പോൾ ലൈറ്റ് കൊടുക്കാറില്ലെന്ന് എനിക്ക അനുഭവമുള്ളതു പറഞ്ഞാൽ വിശ്വസിക്കുമോ?

HON'BLE MR. K. R. ELENKATH : ധാരാളം എന്നുള്ളതിന്റെ അർത്ഥം പലരും പലതരത്തിൽ കണക്കാക്കി എന്നുവരാം. ഏതായാലും ഫ്ര കെ. വി. ലൈൻ താമസിയാതെ അങ്ങോട്ടു നീട്ടുന്നതിനുള്ള എസ്റ്റിമേറ്റ് തയ്യാറാക്കിയിട്ടുണ്ട്. അതു നടപ്പിലാക്കിയാൽ ഈ വിഷമങ്ങളെല്ലാം നീങ്ങും.

Vanchinad Match Industries Ltd.

* 169. MR. PAUL THALIATH : Will the Honourable Minister for Finance be pleased to state :

(a) whether Government have taken any shares in the Vanchinad Match Industries Ltd.;

(b) if the answer to part (a) is in the affirmative, the number of shares taken and the amount invested for the same ?

(c) whether Government have entered into any agreement with this company for the sale of timber ;

(d) if the answer to part (c) is in the affirmative the quantity so agreed to be sold and the rate per c. ft.; and

(e) whether he will be pleased to place on the table a copy of that agreement ?

HON'BLE MR. T. K. NARAYANA PILLAI: (എ) ഇല്ല.

(ബി) ഏയുടെ ഉത്തരത്തിന്റെ വെളിച്ചത്തിൽ ഈ ചോദ്യം ഉദിക്കുന്നില്ല.

(സി) ഗവണ്മെൻറ് ഇടപ്പെടിയിൽ ഉൾപ്പെട്ടിട്ടുണ്ട്.

(ഡി) ഫ്രൂ ഠ കണ്ടി സാഫ റ്റ് വുഡ് ടിമ്പർ താഴെ കാണുന്ന നിരക്കനുസരിച്ച് കൊടുക്കാമെന്നു ഏറ്റിട്ടുണ്ട്.

Softwood logs of 60" and above in girth	Rs. 1-14-0	per c. ft.
Softwood logs of 30" to 59" in girth	Rs. 1-7 0	do
Softwood logs of 60" and above in girth	Rs. 1 12 0	do
Softwood logs of 30" to 59" in girth	Rs. 1 5 0	do
Softwood logs of 60" and above	Rs. 1 8 0	do
Softwood logs of 30" to 59" in girth	Rs. 1 1 0	do

(ഇ) എഗ്രിമെൻറിന്റെ ഒരു കാപ്പി മേശമേൽ വച്ചിട്ടുണ്ട്.

AGREEMENT.

AGREEMENT entered into this the 21st day of Chingom 1124 corresponding to the 6th day of September 1948 between the Manager, The Vanchinad Matches and Industries Ltd., Mudikal, Perumbavoor, hereinafter referred to as the company of the one part

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and the Divisional Forest Officer, Muvattupuzha Division acting for and on behalf of the Government of His Highness the Maharaja of Travancore, hereinafter referred to as the Government of the other part.

WHEREAS the company have offered to purchase during 1948 (1500) one thousand and five hundred candies of softwood timbers and whereas the company has agreed to take delivery of the above quantity from the Government depots at Mudikal, Varapuzha, Elenthikara and Vettikat and at the road sides in the Neriamangalam Range at the rates specified in the schedule hereto attached and whereas the Government have in their D. Dis' No. 1006/48/Devpt. B., dated 30th April 1948 conveyed in Conservator's No. 321/Tim/22, dated 7-5-1948 sanctioned the purchase at the rates noted in the schedule from the depots and road sides referred to above and whereas for the due fulfilment of the contract the company have deposited S. Rs. 382 as per chalan No. 597 dated 9-10-123 (R. D. No. 872) of the Kunnathnad Sub Treasury in favour of the company and pledged the same to the Divisional Forest Officer, Muvattupuzha Division as security for the due performance by them the said company of the said term, covenants, conditions and provisions.

(Sd.)
General Manager,
The Vanchinad Matches & Industries Ltd.

(Sd.)
Divisional Forest Officer

Witnesses :—
1.
2.

Now these presents witness that for carrying out the said agreement into execution the company for themselves, their heirs, executors, administrators, legal representatives and assigns and the Divisional Forest Officer, Muvattupuzha Division, Moovattupuzha on behalf of the Government of His Highness the Maharaja of Travancore and their successors and assigns do hereby mutually contract with the other and others of them as follows ;

The Government agree to sell and the company agree to purchase at the rates noted the softwood of the approximate quantity and species as given in the schedule below :

(Sd.)
General Manager,
The Vanchinad Matches & Industries Ltd.

(Sd.)
Divisional Forest Officer.

Witnesses :—
1.
2.

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CONDITIONS.

1. The quantity of timber agreed to be purchased by the company will be delivered at the Government timber depots at Mudikal, Varapuzha, Elenthikara and Vettikad and on the road sides in the Neriamangalam Range. The check-measurements, passing and acceptance of the logs and top-ends will be done as soon as the logs and top-ends arrive in the Depots and on the road sides and the representative of the company who shall be bound to receive measurement of all logs and top ends brought to the depots or road sides each time subject to the provision laid down in condition 8 infra and sign and hand over to the Range or Depot Officers the list of logs and top ends so taken measurement of in token of having accepted them. The accepted logs and top ends will be paid for by the company within 15 days from date of receipts of the bill from the Range officer or Depot officer or within the contract period whichever is less. The Department cannot guarantee the monthly supply of quantity required by the Company, but will make earnest efforts for their supply as far as possible in time.

2. The Government agree to supply ordinarily good and sound timber the minimum girths of all logs being of and above 60 inches in circumference in the middle and for top-ends 30'' to 59.''

3. The Company doth hereby agree to accept delivery of all timbers brought for them to the depots or stacked on the sides of roads in the Neriamangalam Range hereinbefore referred to subject to a rejection of a maximum of 10 per cent. of the stock available at the depots and road sides at the time of selection and acceptance. The logs and top ends will be passed at the depots and stacking centres by the Divisional Forest Officer to one of the representatives of the company with the necessary allowance mutually agreed to for defective logs and top ends.

The Government however retain the right to reserve any timber collected for supply whether the same may be stacked on the road sides in the Range or delivered at the depots and the company shall have no claim over such timber. No rebate shall also be allowed on sound and good logs supplied at the depots or on the road sides at the time of passing.

4. The company doth also agree to accept delivery of and remove the timber from the depots and road sides within 30 days of receipt of a written notice from the officers in charge of the depots or Range concerned directing the company to take delivery of the same subject to the provision in condition 1 above. If however there be any dispute or difference of opinion between the officers in charge of the depots and Range and the company, the company shall refer the said dispute or difference to the decision of the Divisional Forest Officer and still, if the company be not satisfied with the decision of the said Officer, they shall have the right of appeal to the Conservator of Forests whose decision in the matter the company doth hereby agree to accept as final and binding on them.

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5. The quantity agreed to be supplied is only approximate and the Government do not bind themselves to supply the full quantity or in any proportion. The company doth hereby agree not to insist on any particular species or proportion but to accept the timber supplied and pay for them.

6. The company agree that the measurement of timber be made by the measuring tapes according to the linear standard of English feet and inches the cubical contents of each log being obtained by multiplying its length by the square of one-fourth of its middle girth. Fifteen and five-eighth (15 5/8) cubic feet is calculated as one candy.

7. The company doth also covenant with the Government that the timber measured over to them on their arrival at the road sides or depots as specified in condition 1 above, will be paid for as indicated in clause 1 supra within 15 days from the date of issue of the bill by the Depot Officers and the Range Officer to the company. Should they fail to remit the value of the timber measured over to them within the time specified above, they agree to pay interest on the amount at 12 per cent. per annm for the period delayed in remittance.

8. The company doth also covenant that it shall be lawful for them to effect removal of timber from the depots and road sides only after payment by them as stipulated in condition 7 thereof. Should they fail to remove the timber within the time specified in condition 4 supra they agree to pay ground rent as laid down in the rules regarding the measurements and storage of timber in the depots published in Government Gazette dated 29th Medom 1084 and the subsequent amendments thereto.

9. Should the company fail to accept the timber delivered at the depots or stacked on the road sides in the Range and to pay for them in time as indicated above, the contract shall be liable to be concelled and the Company's security deposit forfeited to Government and the timber dispose of otherwise. Any loss arising from such disposal of the timber shall also be made good from the company.

10. The company doth further covenant and agree that in the event of the Government being unable to make the supply as herein agreed to by reason of absence or insufficiency of mature trees in the forests from which the depots or road sides hereinbefore referred to are usually supplied with timber or owing to the failure of the supplying contractors the Government shall be absolved of all or any liability, and from that date this agreement shall become null and void.

11. The company shall after the close of this contract submit such accounts as may be called for by the Divisional Forest Officer or the Conservator of Forests to facilitate the ready preparation of the liability list which would admit of any reduction from the

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security deposit before its return. The security amount deposited by the company shall be refunded within one year from the date of expiry of the contract period and if the refund is delayed on account of any fault on the company's part they shall be liable to be fined a suitable amount by the Conservator of Forests.

Signed, sealed and delivered by the said the Manager of Vanchinad Matches and Industries, Ltd., Mudikal, Perumbavoor.

Sd. *The Vanchinad Maches and Industries, Ltd*

Witnesses :

1.
2.

Sd. *Divisional Forest Officer.*

SCHEDULE

Species.	*Quantity*	*Rate per c. ft.*	*Place of supply.*	*Period of Contract.*
Soft woods	1,500 candies more or less of logs of and above 60 inches and topends of 30 inches to 59 inches mid-girth.	I. Rs. (1-14-0) one and annas 14 only per cft. for logs of and above 60 inches girth and I. Rs. (1-7-0) one and annas seven only per cft. for topends of 30 to 59 inches in girth.	Mudical Depot.	1948
		I. Rs. (1-12-0) one and annas twelve only per cft. for logs of and above 60 inches girth and I. Rs. (1-5-0) one annas five only per cft. for topends of 30 to 59 inches girth.	Varapuzha, Elenthikara and Vettikad Depots	1948
		I. Rs. (1-8-0) one and annas eight only per cft. for logs of and above 60 Inches girth and I. Rs. (1-1-0) one and anna one only per cft. for topends of 30 to 59 inches girth.	Roadsides in the Neriamangalam Range, Muvattupuzha Division.	1948

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MR. PAUL THALIATH : ഫ@ooo കണ്ടി തടി കൊടുക്കാമെന്നു പറഞ്ഞിരിക്കുന്നതു കൊല്ലംതോറുമാണോ അതോ ഒരുകൂപ്പാടെയാണോ?

HON'BLE MR. T. K. NARAYANA PILLAI : കൊല്ലംതോറും കൊടുക്കാമെന്നു വ്യവസ്ഥചെയ്തിട്ടില്ല.

MR. PAUL THALIATH : ഫ@ooo കണ്ടി തടി മാത്രം കൊടുത്താൽ ഗവണ്മെൻറും ആ കമ്പനിയുമായുള്ള എഗ്രിമെൻറ് അവസാനിക്കുമെന്നാണോ പറയുന്നതു് ?

HON'BLE MR T. K NARAYANA PILLAI : അതെ. ഫ@ooo കണ്ടി കൊടുത്തുകഴിഞ്ഞാൽ കരാർ ഉദ്ദേശിത്തിൽ ഇരിക്കുന്നതല്ല.

MR. PAUL THALIATH : ഇതുവരെ എത്ര കൊടുത്തിട്ടുണ്ടെന്നു പറയാമോ ?

HON'BLE MR. T. K. NARAYANA PILLAI : അതിപ്പോൾ പറയാൻ നിവൃത്തിയില്ല.

നിർബന്ധിത പ്രാഥമികവിദ്യാഭ്യാസം.

* 170. MR. P. C ADICHAN (*Kunnathur II—Kurava*) : താഴെ കാണുന്ന ചോദ്യങ്ങൾക്കു് ബഹുമാനപ്പെട്ട വിദ്യാഭ്യാസമന്ത്രി സദയം മറുപടി നൽകുമോ ?

(എ) കുന്നത്തൂർ താലൂക്കിൽ നിർബ്ബന്ധിത പ്രാഥമികവിദ്യാഭ്യാസം നടപ്പിലാക്കിയതു് ഏതു കൊല്ലത്തിലാണു് ?

(ബി) അതിൻറെ തലേകൊല്ലത്തിൽ ആ താലൂക്കിൽ ആകെ സ്കൂളുകളിൽ പഠിച്ചുകൊണ്ടിരുന്ന ഹരിജനവിദ്യാർത്ഥികളുടെ എണ്ണം എത്ര?

(സി) നിർബ്ബന്ധിത പ്രാഥമികവിദ്യാഭ്യാസം നടപ്പാക്കിയതിനു ശേഷം എത്ര സ്കൂൾ വർഷമായി ?

(ഡി) ഈ കൊല്ലങ്ങളിൽ ഓരോക്രമം എത്ര ഹരിജനക്കുട്ടികൾ സ്കൂളിൽ പൊയ്ക്കൊണ്ടിരുന്നു ?

HON'BLE MR. N. KUNJURAMAN : (എ) ഫഫഠ-ഠന സ്കൂൾ വർഷത്തിൽ.

(ബി) ൻ൫൫.

(സി) കുന്നത്തൂർ താലൂക്കിൽ നിർബ്ബന്ധിത പ്രാഥമിക വിദ്യാഭ്യാസം നടപ്പിലാക്കിയശേഷം ഇതു രണ്ടാമത്തെ സ്കൂൾവർഷമാണു്.

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